

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461598

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC		01/11/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
<b>Street Address:</b>	11 MADISON AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1997870	DYNAMIC GEOMETRY	
<b>Registration Number:</b>	2094130	THE GEOMETER'S SKETCHPAD	
<b>Registration Number:</b>	3526489	THE GEOMETER'S SKETCHPAD	
<b>Registration Number:</b>	3798004	SKETCHPAD	
<b>Registration Number:</b>	3958750	HOT TEXT	
<b>Registration Number:</b>	4628081	WRITING ROADMAP	
<b>Registration Number:</b>	4660525	REDBIRD ADVANCED LEARNING	
<b>Registration Number:</b>	4660528	REDBIRD ADVANCED LEARNING	
<b>Registration Number:</b>	4660527		
<b>Registration Number:</b>	4690658	EDUCATION PROGRAM FOR GIFTED YOUTH	
<b>Registration Number:</b>	4690659	EPGY	
<b>Registration Number:</b>	4852227	REDBIRD MATHEMATICS	
<b>Registration Number:</b>	4951066	WEB SKETCHPAD	
<b>Registration Number:</b>	5237169		
<b>Registration Number:</b>	4339395	MCGRAW-HILL STUDIO SPACE	
<b>Serial Number:</b>	87056273	ARRIVE MATH	
<b>Serial Number:</b>	87250958	ENLIGHT ASSESS. PROGRESS. SUCCESS.	
<b>Serial Number:</b>	87257738	IMPACT	

CH \$540.00 1997870

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87293759	REDBIRD
Serial Number:	87505456	SKETCHPAD
Serial Number:	87505459	DYNAMIC GEOMETRY

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** mcastle@paulweiss.com, aspoto@paulweiss.com,  
dewilliams@paulweiss.com

**Correspondent Name:** Matthew Castle

**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	20475-014
<b>NAME OF SUBMITTER:</b>	Matthew Castle
<b>SIGNATURE:</b>	/Matthew Castle/
<b>DATE SIGNED:</b>	02/09/2018

**Total Attachments: 6**

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source=Trademark Security Agreement - MgH School Education Holdings (EXECUTION)#page2.tif

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## Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2018 (this “Agreement”), made by MCGRAW-HILL SCHOOL EDUCATION HOLDINGS, LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of May 4, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among McGraw-Hill Global Education Intermediate Holdings, LLC, McGraw-Hill Global Education Holdings, LLC (the “Borrower”), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

All Trademarks of the United States of America of such Pledgor, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

**SECTION 3. Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


**SECTION 4. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


MCGRAW-HILL SCHOOL EDUCATION  
HOLDINGS, LLC

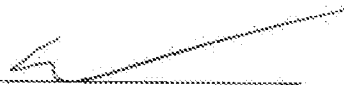
By:   
Name: Patrick Milano  
Title: Executive Vice President, Chief  
Financial Officer, Chief Administrative  
Officer and Assistant Secretary

[Signature Page to Trademark Security Agreement (First Lien)]

**TRADEMARK**  
**REEL: 006269 FRAME: 0312**

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Collateral Agent,


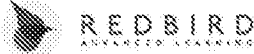

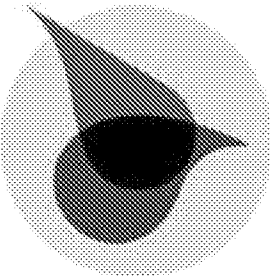
By:   
Name: ~~Lingzi Huang~~  
Title: Authorized Signatory

By:   
Name: Shyam Kapadia  
Title: Authorized Signatory


Schedule I  
to Trademark Security Agreement

Trademarks Owned by McGraw-Hill School Education Holdings, LLC

U.S. Trademark Registrations

Trademark Name	Application Number	Registration Date	Registration Number
DYNAMIC GEOMETRY	74581950	03-Sep-1996	1997870
THE GEOMETER'S SKETCHPAD	74731316	09-Sep-1997	2094130
THE GEOMETER'S SKETCHPAD	77279185	04-Nov-2008	3526489
SKETCHPAD	77279192	08-Jun-2010	3798004
HOT TEXT	77834573	10-May-2011	3958750
WRITING ROADMAP	86213108	28-Oct-2014	4628081
			
REDBIRD ADVANCED LEARNING	86014155	23-Dec-2014	4660525
			
REDBIRD ADVANCED LEARNING	86014725	23-Dec-2014	4660528
	86014704	23-Dec-2014	4660527
EDUCATION PROGRAM FOR GIFTED YOUTH	86013588	24-Feb-2015	4690658
EPGY	86014022	24-Feb-2015	4690659
REDBIRD MATHEMATICS	86363867	10-Nov-2015	4852227
WEB SKETCHPAD	86762692	03-May-2016	4951066
	87270983	04-JUL-2017	5237169
MCGRAW-HILL STUDIO SPACE	85409224	21-MAY-2013	4339395

U.S. Trademark Applications

Trademark Name	Application Number	Application Date	Registration Number
ARRIVE MATH	87056273	01-JUN-2016	N/A
ENLIGHT ASSESS. PROGRESS. SUCCESS.	87250958	29-NOV-2016	N/A
			
IMPACT	87257738	06-DEC-2016	N/A

Trademark Name	Application Number	Application Date	Registration Number
REDBIRD	87293759	09-JAN-2017	N/A
SKETCHPAD	87505456	26-JUN-2017	N/A
DYNAMIC GEOMETRY	87505459	26-JUN-2017	N/A